

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

FILED

JUL 11 2019

MARJORIE EZETTE WOODS
PLAINTIFF

§
§
§
§
§
§
§
§
§
§
§

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY 15 DEPUTY

VS.

CIVIL ACTION NUMBER
SA-19-CV-00519-XR

**LEGEND OAKS HEALTHCARE &
REHABILITATION, AUTUMN WINDS LIVING
& REHABILITATION, ADULT PROTECTIVE
SERVICES, BANK OF AMERICA'S FINANCIAL
CENTER'S**
DEFENDANTS

**PLAINTIFF PLEADS WITH DISTRICT COURT
FOR EMERGENCY RESTITUTION**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE XAVIER RODRIGUEZ:

BEFORE YOU COME NOW, Plaintiff Marjorie Ezette Woods, filed a complaint seeking Writ of Course; a writ that is granted as a matter of RIGHT. Plaintiff is PLEADING with District Court Judge Xavier Rodriguez to allow a small sum of Restitution on grounds of FALSE STATEMENTS sent by Bank of America. Before I am Evicted on other individuals conduct manners.

1. DISCOVERY CONTROL PLAN

Discovery in this lawsuit is without a doubt conducted under Level 3 Complex Cases of Rule 190 of the Texas Rules of Civil Procedure.

2. PARTIES IDENTIFIED IN SMALL COMPLAINT

- a. The Plaintiff I Marjorie E. Woods
- b. The Defendant Bank of America

3. DEFENDANT BANK OF AMERICA

- 3.1 Information sent by Bank of America arrived July 10, 2019, basically, bank statements from January 2019 through June 2019.
- 3.2 Every statement sent from January through March seemed accurate enough, from April, May, and June every statement is "NOT TRUE" I can understand a mistake and then correcting that mistake but Bank of America is Falsely stating in June I had a beginning balance of \$ 1,157.41, then states, Deposits and other additions of \$8973.20! WHAT? WHEN? And for WHO?
- 3.3 With an ending Balance of -\$294.03. Bank of America has presented to claim, I Plaintiff, Marjorie Woods spent \$10,339.64 in the month of JUNE.
- 3.4 Under False Claims Act a fraudulent claim of payment (31 U. S. C. § 3729 (a)(1)(A). The Federal Law imposes civil liability on any person or entity who knowingly presents a false claim for "PAYMENT." This is what Bank of America is doing?
- 3.5 Now If these Bank Statements were true in Act; then all my bills would have been paid. Unfortunately, that is not the case. Plaintiffs Apartment Manager also gave me a notice yesterday letting me know that I owe \$2772.00, and further states ten dollars a day will be added. By July 15, 2019 I will be evicted.
- 3.6 There is no way my bills add up to \$10,339.64 a month, this Bank has lost every inch of their Mind. Look at (EXHIBIT A JUNE BANK STATEMENT).
- 3.7 I paid Credit One Bank Four times, NO I did not! Credit Acceptance three times, NO I did not! To put matters in hand from the top I did not make cash withdrawals of \$1192.41 and \$1069.00. **IN MY LIFE; BILLS COME FIRST AND IF I PAID THESE BILLS AS THEY SO WELL PUT IT I WOULD NOT BE GETTING EVICTED, AND MY TRUCK WOULD NOT BE ABOUT TO GET PICKED UP. (EXHIBIT B, EVICTION NOTICE)**

3.8 Look at the checks, the bank is that nervous of their Defamation towards me they added the Same check Twice, check # 107 for \$1091.76. Total amount of checks written \$5413.52.

4. **PLAINTFF MARJORIE EZETTE WOODS**

I have no access to my account or funds, my mother didn't bring home lots of money, I know she couldn't afford very much. So, I am glad I stayed and took care of her, because I never seen her so at ease with no worries of bills.

4.1 Not one thing on any of those Statements sent to me states I had my nails done, had a spa day, went on a trip or three, or even had a shopping spree. These statements are making me cry even more.

4.2 If it was true, my bills would be paid, and I would be filling at ease. Every check I wrote or attempted to pay a bill, "not get my hair done," they pulled it back from were ever I sent it. But the matter is worse when they say I spent that ***much***, I don't have the money, my bills did not get paid, so who got the money? And trying their hardest for me and my mother to pay back.

1. Title 18 Ch. 20 § 18-2401 (2016). Consolidation of theft offenses. (1) Conduct denominated theft in this chapter constitutes a single offense superceding the separate offenses previously known as embezzlement, extortion, false pretenses, cheats, misrepresentations, larceny and receiving stolen goods.
2. (2) An accusation of theft may be supported by evidence that it was committed in any manner that would be theft under this chapter, notwithstanding the specification of a different manner in the indictment, information or complaint, subject only to the power of the court to ensure fair trial by granting a continuance or other appropriate relief where the conduct of the defense would be prejudiced by lack of fair notice or by surprise. Plaintiff submitted Bank statements.

3. Title 18, Ch. 20 § 18-2406 (2016). Defenses. (1) It is no defense to a charge of theft of property that the offender has an interest therein, when the owner also has an interest to which the offender is not entitled.
4. In any prosecution for theft committed by trespassory taking or the offense previously known as embezzlement, it is an affirmative defense that the property was appropriated openly and avowedly, and under a claim of right made in good faith. It is not a defense to a theft committed by such conduct that the accused intended to restore the property taken, but may be considered by the court to mitigate punishment if the property is voluntarily and actually restored (or tendered) prior to the filing of any complaint or indictment relating thereto, and this provision does not excuse the unlawful retention of the property of another to offset or pay demands held against such other person.

a. History: [18-2002, added 1982, Ch. 270, sec. 1, p. 701.]

Conclusion

Observation leads to Bank of America as POA, and Every one that did not help me take care of my mother in her time of need; is in control of her, her medical treatment, and her finances. Plaintiff has been shoved to the side!

1. Your Honor Judge Rodriguez, I Plaintiff is not a bad person, I would like to think I am a good person that put everyone else's needs before mine.
2. Bank of America is claiming they paid those bills and gave \$8973 extra to me to cover what I didn't have! That is False Claims in Defamation of my name and my mother's. They are lying and I need my bills taken care of! **I have nowhere else to go for the moment. I want to get on my feet and go back to work with a stable mind!**

This is an EMERGENCY need of bills getting paid that was claimed and never happened, that money went to someone else's pocket (thieves).

YOUR HONOR, I AM PLEADING AND BEGGING FOR YOUR HELP IN THIS URGENT MATTER!

I DECLARE, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on the, 11th day of July 2019.



Signature of Plaintiff

Exhibit A

Bank of America
Statement.

**Bank of America**Switch to
paperless at
bankofamerica.comP.O. Box 15284
Wilmington, DE 19850

AH 0 099 351 333 025949 #01 AB 0.412

LINDA FAYE WOODS
2430 NW MILITARY HWY APT 2009
SAN ANTONIO, TX 78231-2517**Customer service information**

Customer service: 1.800.432.1000
 TDD/TTY users only: 1.800.288.4408
 En Español: 1.800.688.6086
 bankofamerica.com
 Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

*Liars?**my bills aren't
Paid so who got the
money?***Your Adv Plus Banking**

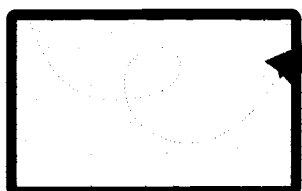
for May 30, 2019 to June 26, 2019

LINDA FAYE WOODS

Account number: 5860 0014 5308

Account summary

| | |
|--|-------------------------|
| Beginning balance on May 30, 2019 | \$1,157.41 |
| Deposits and other additions | 8,973.20 |
| ATM and debit card subtractions | -0.00 |
| Other subtractions | -4,926.12 |
| Checks | -5,413.52 |
| Service fees | -85.00 |
| Ending balance on June 26, 2019 | <u>-\$294.03</u> |

*How much was stolen?
Thieves**If this was true why none of my bills
been paid? where's the Rent showing up at?***Go paperless today!**

- Reduce the risk of lost or stolen mail
- View your statements securely and easily — online or from the mobile app — 24/7 from virtually anywhere¹

Simply use our Mobile Banking app or log in to Online Banking at bankofamerica.com.

¹Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply. SSM-01-19-2190.A | ARN94NQC

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2019 Bank of America Corporation

Bank of America, N.A. Member FDIC and  Equal Housing Lender



LINDA FAYE WOODS | Account # 5860 0014 5308 | May 30, 2019 to June 26, 2019

Deposits and other additions

| Date | Description | Amount |
|------------------------------------|--|------------|
| 05/30/19 | FEE REVERSAL | 35.00 |
| 06/03/19 | SSA TREAS 310 DES:XXSOC SEC ID:XXXXXXXXXA SSA INDN:LINDA F WOODS CO ID:9031736042 PPD | 1,134.00 |
| 06/04/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-03) | 65.00 |
| 06/04/19 | CLAIMS PROCESSING TRANSACTION | 2,261.41 |
| 06/05/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-04) | 81.37 |
| 06/11/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-10) | 1,200.00 |
| 06/11/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-10) | 1,091.76 |
| 06/12/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-11) | 800.00 |
| 06/12/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-11) | 150.00 |
| 06/12/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-11) | 75.00 |
| 06/13/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-12) | 1,091.76 |
| 06/13/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-12) | 150.00 |
| 06/17/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-14) | 30.00 |
| 06/19/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-18) | 400.00 |
| 06/19/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-18) | 3.95 |
| 06/25/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-24) | 400.00 |
| 06/25/19 | RETURN OF POSTED CHECK / ITEM (RECEIVED ON 06-24) | 3.95 |
| Total deposits and other additions | | \$8,973.20 |

How many times are they adding the same check, to make the entire balance current?

Invest in their future

Learn about ways to fund your child's education
at merrilledge.com/Learn.



Merrill Lynch, Pierce, Fenner & Smith Incorporated (also referred to as "MLPF&S" or "Merrill") makes available certain investment products sponsored, managed, distributed or provided by companies that are affiliates of Bank of America Corporation ("BoFA Corp."). MLPF&S is a registered broker-dealer, Member SIPC, and a wholly-owned subsidiary of BoFA Corp. Banking products are provided by Bank of America, N.A., and affiliated banks, Members FDIC and wholly owned subsidiaries of BoFA Corp. Investment products:

| | | |
|----------------------|-------------------------|----------------|
| Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value |
|----------------------|-------------------------|----------------|

SSM-02-19-0619A | ARVSWN3H

Withdrawals and other subtractions

Other subtractions

| Date | Description | Amount |
|----------|---|-----------|
| 05/31/19 | TX TLR cash withdrawal from CHK 5308 | -1,192.41 |
| 06/03/19 | TX TLR cash withdrawal from CHK 5308 | -1,069.00 |
| 06/03/19 | ATT DES:Payment ID:XXXXXXXXXCSR1P INDN:poa margorie e Woods CO ID:9864031003 TEL | -65.00 |
| 06/04/19 | HEB #102 DES:CHECKPAYMT CHECK #:0103 INDN: CO ID:HEBSTRE102 BOC | -81.37 |
| 06/06/19 | CREDIT ACCEPTNCE DES:LOAN SVC ID:0667567 INDN:MARGORIE *WOODS CO ID:0000000160 WEB | -465.12 |
| 06/06/19 | ATT DES:RETRY PYMT ID:XXXXXXXXXCSR1P INDN:poa margorie e Woods CO ID:9864031003 TEL | -65.00 |
| 06/06/19 | PMNTUS SVC FEE DES:SERVICEFEE ID:0726211 INDN:MARGORIE *WOODS CO ID:0000000160 WEB | -3.95 |
| 06/07/19 | CLAIMS PROCESSING TRANSACTION | -240.00 |
| 06/10/19 | HEB #102 DES:RETRY PYMT CHECK #:0103 INDN: CO ID:HEBSTRE102 BOC | -81.37 |
| 06/11/19 | Credit One Bank DES:Payment CHECK #:105 INDN: CO ID:912240213 ARC | -150.00 |
| 06/11/19 | Total Card Pmt DES:CHECKPAYMT CHECK #:109 INDN:*****2189 CO ID:6220315460 ARC | -75.00 |
| 06/12/19 | Credit One Bank DES:Payment CHECK #:108 INDN: CO ID:912240213 ARC | -150.00 |
| 06/18/19 | TX TLR cash withdrawal from CHK 5308 | -180.00 |
| 06/18/19 | CREDIT ACCEPTNCE DES:LOAN SVC ID:0138888 INDN:MARGORIE *WOODS CO ID:0000000160 WEB | -400.00 |
| 06/18/19 | PMNTUS SVC FEE DES:SERVICEFEE ID:0198211 INDN:MARGORIE *WOODS CO ID:0000000160 WEB | -3.95 |
| 06/24/19 | CREDIT ACCEPTNCE DES:LOAN SVC ID:5264635 INDN:MARGORIE *WOODS CO ID:0000000160 WEB | -400.00 |
| 06/24/19 | PMNTUS SVC FEE DES:SERVICEFEE ID:5283293 INDN:MARGORIE *WOODS CO ID:0000000160 WEB | -3.95 |
| 06/26/19 | §§Credit One Bank DES:Payment ID:0000349399803 INDN:MARGORIE WOODS CO ID:XXXXXXXXX TEL | -150.00 |
| 06/26/19 | §§Credit One Bank DES:Payment ID:0000349398329 INDN:LINDA WOODS CO ID:XXXXXXXXX WEB | -150.00 |

Total other subtractions

-\$4,926.12

§§ There were not enough funds available in your account to cover the electronic transaction(s) received on 06/26/19. The transaction(s) indicated have been returned. The re-deposit of these amount(s) will be reflected on your next statement.

Why only my checks are showing?

"What ever," where is my rent?
I paid it four times. Now it's

June: \$2672.00 Dollars
July: \$936.00



LINDA FAYE WOODS | Account # 5860 0014 5308 | May 30, 2019 to June 26, 2019

Checks

| Date | Check # | Amount | Date | Check # | Amount |
|----------|---------|------------------------|----------|--------------------|-----------|
| 06/10/19 | 107 | -1,091.76 ¹ | 06/10/19 | 121* | -1,200.00 |
| 06/12/19 | 107* | -1,091.76 ² | 06/11/19 | 126* <i>Where?</i> | -800.00 |
| 06/06/19 | 113* | -800.00 | 06/14/19 | 35321* | -30.00 |
| 06/07/19 | 116* | -400.00 | | | |

Total checks

-\$5,413.52

Total # of checks

7

* There is a gap in sequential check numbers

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

| | Total for this period | Total year-to-date |
|-------------------------------|-----------------------|--------------------|
| Total Overdraft fees | \$0.00 | \$35.00 |
| Total NSF: Returned Item fees | \$70.00 | \$70.00 |

We refunded to you a total of \$35.00 in fees for Overdraft and/or NSF: Returned Items this statement period and a total of \$35.00 in fees for Overdraft and/or NSF: Returned Items this year.

We want to help you avoid overdraft and returned item fees. Here are a few ways to manage your account and stay on top of your balance:

- Set up Overdraft Protection in Online Banking to avoid declined transactions and save on overdraft fees
- Sign up for Alerts (footnote 1) to get an email or text message when your balance becomes low

Please call us or visit us if you have any questions or to discuss your options.

(footnote 1) You may elect to receive alerts via text or email. Bank of America does not charge for this service but your mobile carrier's message and data rates may apply. Delivery of alerts may be affected or delayed by your mobile carrier's coverage.

| Date | Transaction description | Amount |
|----------|--|--------|
| 06/10/19 | NSF: RETURNED ITEM FEE FOR ACTIVITY OF 06-10 | -35.00 |
| 06/10/19 | NSF: RETURNED ITEM FEE FOR ACTIVITY OF 06-10 | -35.00 |
| 06/11/19 | Rush Replacement ATM or Debit Card Fee | -15.00 |

Total service fees

-\$85.00

Note your Ending Balance already reflects the subtraction of Service Fees.

This bank is a mess, where are the FREEZES (888,888.88).
Once that Freeze is on there no one can debit that.

This page intentionally left blank

Exhibit B

Eviction Notice

NOTICE TO VACATE FOR NON-PAYMENT OF RENT, UTILITIES OR OTHER SUMSJuly 10, 2019

Date

Margorie Woods
(Names of all residents)2370 NW Military Hwy
(Street address and dwelling unit number, if applicable)San Antonio, TX 78231
(City, State, Zip)

Re: Notice to vacate for non-payment of rent, utilities or other sums

TAA Lease Contract dated 3-15-19

between the residents named above and

West Ina Road Properties, LLC

(owner)

Dear Resident(s):

Because you have not paid ☒ rent, ☒ allocated or submetered utilities, ☐ a utility bill for which you are responsible and/or ☒ other sums due under the lease on your dwelling unit, your rights of occupancy and possession are hereby terminated under the provisions of your lease. You are still liable for rent and other charges you may owe under the TAA Lease Contract. Details of unpaid sums due are as follows: 2772.00

As of 7/10/19 for Rent Utilities and Late fees = \$. Late fees continue to accrue \$10/day. If unpaid eviction will be filed on 7/15/19.

Demand for possession is hereby made. You are hereby given notice to vacate the dwelling on or before 11:59 p.m. on the 14 day of July, 2019. Your failure to move out then will result in appropriate legal action by us before the Justice of the Peace. Delay or postponement of such action does not waive our rights. This notice to vacate is unconditional.

If you wish to discuss this notice or you vacating the dwelling, please contact us.

July 10, 2019

Date notice was given

Signature of owner's representative

Renee Rodriguez
Printed name210-349-7949
Phone numberoakhills@mccompanies.com
Email address

CAUTION: Texas law has strict rules about the content and delivery of this notice. If you fail to fill out and deliver this notice correctly, it could be invalid. You should carefully read the commentary to the form.

PROOF OF DELIVERY OF NOTICE TO VACATE TO RESIDENT

PER PROPERTY CODE §24.005

On July 10, 2019 (Insert Date of Delivery of Notice), I served the NOTICE(s) described herein to the following Resident(s):

| | |
|----|----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

Notice delivered (check one):

- ☐ Notice to vacate – Non-payment of Rent, Utilities or Other Sums
☐ Notice to vacate – Non-Delinquency Breach of Lease or Unauthorized Holdover
☐ Notice to vacate – Employment Termination

The Notice(s) set forth above were served by (check one):

- ☐ PERSONAL DELIVERY:

I HAND DELIVERED a copy of the NOTICE(s) to the following Resident(s) (Insert Name of the Person(s) that you left the Notice With Who Is A Resident and At Least 16 years old):

| | |
|----|----|
| 1. | 2. |
|----|----|

- ☐ FIRST CLASS MAIL; CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR REGISTERED MAIL
☐ POSTED ON THE INSIDE OF THE DWELLING'S MAIN ENTRY DOOR
☐ SUBSTITUTED SERVICE BY POSTING NOTICE & MAILING:

I posted copies of the NOTICE(s) on the outside of the dwelling's main entry door because (1) the dwelling has no mailbox and a keyless bolting device, alarm system or dangerous animal prevents entry, or (2) the owner reasonably believes harm to a person would result from personal delivery. After I posted the Notice, on the same date, I also MAILED copies of the NOTICE(s) to the Resident(s) by depositing a sealed envelope in the United States Mail, addressed to the Resident(s) at the premises.

Signed _____

Printed Name _____

Date _____